

1 KYLE SCHUMACHER (BAR #121887)  
kschumacher@sagarialaw.com  
2 **SAGARIA LAW, P.C.**  
3017 Douglas Blvd., Ste. 200  
Roseville, CA 95661  
408-279-2288 ph  
408-279-2299 fax

Attorneys for Plaintiff  
Lynne Stewart

6 UNITED STATES DISTRICT COURT  
7  
8 DISTRICT OF OREGON – PORTLAND DIVISION

9  
10 LYNNE STEWART,

Plaintiff,

12 v.

13 BARCLAY'S BANK DELAWARE, and  
14 DOES 1 through 100 inclusive,

15 Defendants.

CASE NO. 2:18-cv-01072

PLAINTIFF'S COMPLAINT FOR DAMAGES:

1. Violation of the Telephone Consumer Protection Act

16 COMES NOW Plaintiff Lynne Stewart an individual, based on information and belief, to  
17 allege as follows:

18 **INTRODUCTION**

19 1. This is an action for damages brought by an individual consumer for Defendant's  
20 violation of the Telephone Consumer Protection Act 47 U.S.C. §227, *et seq.* (hereinafter  
21 "TCPA"), which prohibits the use of automated dialing equipment when making calls to  
22 consumers.

23 2. Plaintiff brings this action against Defendant Barclay's Bank Delaware (hereinafter  
24 "BARCLAYS") for its abusive and outrageous conduct in connection with debt collection  
25 activity.

26 3. While many violations are described below with specificity, this Complaint alleges  
27 violations of the statutes cited in their entirety.  
28

1       4. The TCPA was designed to prevent calls like the ones described herein, and to protect  
 2       the privacy of citizens like Plaintiff, and by enacting the TCPA, Congress intended to give  
 3       consumers a choice as to how corporate entities may contact them and to prevent the nuisance  
 4       associated with automated or prerecorded calls.

### 5       **JURISDICTION & VENUE**

6       5. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337, and 1367, and 47 U.S.C. §  
 7       227.

8       6. This venue is proper pursuant to 28 U.S.C. §1391(b).

### 9       **GENERAL ALLEGATIONS**

10      7. Plaintiff Lynne Stewart (hereinafter “Plaintiff”) is an individual residing in the state of  
 11      Oregon, and is a “debtor.”

12      8. At all relevant times herein, Defendant BARCLAYS engaged, by the use of mail,  
 13      email, and telephone, in the business of collecting a debt from Plaintiff, and a “consumer debt.”

14      9. At all relevant times, Defendant acted as a “debt collector.”

15      10. Plaintiff had taken out an unsecured loan with BARCLAYS in approximately 2017.

16      11. The loan Plaintiff took from Defendant BARCLAYS was extended primarily for  
 17      personal, family or household purposes and is therefore a “debt.”

18      12. Defendant BARCLAYS has been attempting to collect on a debt that originated from  
 19      monetary credit that was extended primarily for personal, family, or household purposes, and  
 20      was therefore a “consumer credit transaction.”

21      13. Because Plaintiff, a natural person allegedly obligated to pay money to Defendant  
 22      BARCLAYS arising from what Plaintiff is informed and believes was a consumer credit  
 23      transaction, the money allegedly owed was a “consumer debt.”

24      14. Plaintiff is informed and believes that Defendant is one who regularly collects or  
 25      attempts to collect debts on behalf of themselves, and is therefore a “debt collector.”

26      15. Plaintiff’s account was an unsecured loan and Plaintiff began making payments on the  
 27      accounts.

28      16. Plaintiff began making payments on the loan before she became financially unable to  
 keep up with the monthly payments.

1 17. Defendant BARCLAYS began contacting Plaintiff in February of 2018 to inquire  
2 about the status of the loan and to collect on the payments that were no longer being made.

3 18. Plaintiff retained counsel to assist in dealing with BARCLAYS debt and to seek some  
4 type of financial relief.

5 19. Counsel for Plaintiff sent the letter of revocation to BARCLAYS on or about March 5,  
6 2018

7 20. Plaintiff believes her revocation and representation letter was received by  
8 BARCLAYS on March 12, 2018.

9 21. Plaintiff informed BARCLAYS that she was revoking her consent, if it was ever  
10 previously given, to be called on her telephone in March of 2018.

11 22. Plaintiff was frustrated that BARCLAYS continued to make unsolicited calls on her  
12 cellular telephone after contacting BARCLAYS to revoke her consent.

13 23. Plaintiff denies she ever gave her express consent to be contacted on her cellular  
14 telephone by automatic dialing machines and pre-recorded messages.

15 24. Defendant BARCLAYS continued to contact Plaintiff between approximately May 1,  
16 2018 – May 31, 2018; the type of contact was through phone calls to Plaintiff on her cellular  
17 telephone.

18 25. Despite notice being sent Defendant continued to contact Plaintiff on her cellular  
19 telephone regarding collection of her outstanding debt.

20 26. BARCLAYS ignored Plaintiff's letter of representation and continued to contact her  
21 for at least two months following receipt of Plaintiff's letter.

22 27. Despite being aware of Plaintiff's March 5, 2018 revocation BARCLAYS continued  
23 to contact Plaintiff on her cellular telephone.

24 28. BARCLAYS's calls were frequent in nature and continued despite receiving written  
25 confirmation that she was revoking any consent that may have been previously given to be  
26 called on her cellular telephone.

27 **FIRST CAUSE OF ACTION**

28 (Violation of the TCPA)

(47 USC § 227)

(Against Defendant and Does 1-100)

29 29. Plaintiff realleges and incorporates herein the allegation in each and every paragraph  
30 above as though fully set forth herein.

30. Since at least February of 2018 Defendant started calling Plaintiff's cellular telephone requesting that payment be made on the accounts Plaintiff held with Defendant.

31. Plaintiff informed Defendant that she was revoking consent to be contacted by BARCLAYS in March of 2018.

32. BARCLAYS continued to call Plaintiff frequently since Plaintiff withdrew her consent to be contacted by an automatic dialing machine.

33. Defendant would contact Plaintiff frequently regarding payment on the accounts.

34. Defendant placed the above cited calls using an artificial or prerecorded voice to deliver the collection messages without Plaintiff's prior express consent.

35. Defendant contacted Plaintiff on at least 6 (six) separate occasions after Plaintiff informed Defendant she did not wish to be contacted on her cellular telephone and withdrew any prior consent that may have been given.

36. All calls placed by Defendant to Plaintiff utilized an "automatic telephone dialing system" as defined by 47 U.S.C. §227(a)(1).

37. These calls were made to Plaintiff's cellular telephone and were not calls for an emergency purposed as defined by 47 U.S.C. §227(b)(1)(B).

38. These telephone calls by Defendant, or its agent, violated 47 U.S.C. §227(b)(1)(B).

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

- a. An award of statutory damages of \$1,500.00 pursuant to 47 U.S.C. §227(b)(3)(C) for each and every violation.
- b. Pursuant to 47 U.S.C. §227(b)(3)(A), injunctive relief prohibiting such conduct in the future.
- c. Pursuant to 15 U.S.C. 1692(k) both actual damages and statutory damages in an amount to be proven at trial.

Dated: June 20, 2018

By: **SAGARIA LAW, P.C.**  
/s/ Kyle Schumacher  
 Kyle Schumacher  
 Attorneys for Plaintiff

### **DEMAND FOR JURY TRIAL**

1 Plaintiff hereby demands trial of this matter by jury.

2  
3 **SAGARIA LAW, P.C.**

4 Dated: June 20, 2018

/s/ Kyle Schumacher  
5 Kyle Schumacher  
6 Attorneys for Plaintiff  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28